

LEGAL NOTICE

TOWN OF AVON, CONNECTICUT

REQUEST FOR PROPOSAL POLICE ASSESSMENT CENTER & TESTING SERVICES

January 9, 2013

The Town of Avon invites sealed Proposals to conduct assessment centers and written examinations for various police positions until 12:00 noon on Wednesday, February 6, 2013.

The documents comprising the Request for Proposal can be found on the Town's website, www.town.avon.ct.us, (under "OPPORTUNITIES") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Office of the Town Manager, 60 West Main Street, Avon, CT 06001, during the hours of 8:30 AM – 4:30 PM, Monday through Friday.

The Town of Avon reserves the right to amend or terminate this Request for Proposal, accept all or any part of a Proposal, reject all Proposals, waive any informalities or non-material deficiencies in a Proposal, and award a contract to the lowest Proposer that meets the criteria set forth in the Request for Proposal and is in the best interests of the Town.

TOWN OF AVON, CONNECTICUT

REQUEST FOR PROPOSAL POLICE ASSESSMENT CENTER & TESTING SERVICES RFP #12/13-4

Proposal Closing Time: Wednesday, February 6, 2013 at 12:00 noon

The Town of Avon is soliciting Proposals for the above named services, which involve conducting written examinations for new police officers and conducting assessment centers and written examinations for the hiring or promotion of detectives, sergeants, lieutenants and captains in the Town of Avon.

One (1) original and two (2) copies of sealed Proposals must be received in the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001, by the date and time noted above ("Proposal Closing Time"). The Town will not accept submissions by e-mail or fax. The Town will not accept Proposals received after Proposal Closing Time.

The documents comprising this Request for Proposal (RFP) can be found on the Town's website, www.town.avon.ct.us, (under "OPPORTUNITIES") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Office of the Town Manager, 60 West Main Street, Avon, CT 06001, during the hours of 8:30 AM – 4:30 PM, Monday through Friday. **Each Proposer is responsible for checking the Town's website to determine if the Town has issued any addenda to this Proposal and, if so, to complete its Proposal in accordance with the RFP as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this RFP, accept all or any part of a Proposal, reject all Proposals, waive any informalities or non-material deficiencies in a Proposal, and award the contract to the lowest Proposer that meets the criteria set forth in the RFP and that is in the best interests of the Town.

This Proposal includes:

- Standard Instructions to Proposers
- Required Contract Terms
- Specifications
- Insurance Requirements
- Proposal Form - Price Proposal (in a separate envelope)
- Proposal Form - Required Disclosures
- Proposer's Legal Status Disclosure Form
- Proposer's Non Collusion Affidavit Form
- Proposer's Statement of References Form
- Addenda, if any
- The Contract in the form attached

TOWN OF AVON, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Avon (the “Town”) is soliciting Proposals from qualified firms to conduct written examinations for new police officers and assessment centers and written examinations for the hiring or promotion of detectives, sergeants, lieutenants and captains. This RFP is not a contract offer, and **no contract will exist unless and until a written contract (the “Contract”) is signed by the Town and the successful Proposer.**

Interested parties should submit a Proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A Proposer’s failure to comply with this requirement may result in disqualification.**

Except as otherwise provided in the Contract, if there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after the Proposal submission deadline and at its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.town.avon.ct.us, (under “OPPORTUNITIES”) Public Bids & RFPs. **Each Proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its Proposal in accordance with the RFP as modified by the addenda.**

If this RFP provides for a multi-year Contract, the Town also reserves the right to terminate the Contract in subsequent years in the event that the Town Council declines to appropriate sufficient funds. The Town shall have no obligation or liability to the successful Proposer for any unfunded year or years.

3. KEY DATES

Pre-Proposal Conference or Site Visit:	This item not applicable to this RFP
Proposal Due Date (Closing Time):	Wednesday, February 6, 2013 at 12:00 noon
Interviews:	Not anticipated for this RFP (See Section 21 of the Standard Instructions to Proposers)
Preliminary Notice of Award:	Within 60 days of Proposal Opening
Contract Execution:	Within 10 days of Preliminary Notice of Award

The Interviews, Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. **OBTAINING THE RFP**

All documents that are a part of this RFP can be found on the Town's website, www.town.avon.ct.us, (under "OPPORTUNITIES") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Office of the Town Manager, 60 West Main Street, Avon, CT 06001, during the hours of 8:30 AM – 4:30 PM, Monday through Friday.

5. **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001 prior to Proposal Closing Time. Postmarks prior to Proposal Closing Time do **NOT** satisfy this condition. The Town will **NOT** accept late Proposals. The Town will **NOT** accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery.

One (1) original and two (2) copies of all Proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the Proposer's name, the Proposer's address, the words "**PROPOSAL DOCUMENTS**," and the **Proposal Title, Proposal Number, and Proposal Closing Time**. The Town may decline to accept Proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such Proposal documents and inform the Proposer that the Proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the provided Proposal Form - Price Proposal in a separate envelope from the base proposal and marked "**PRICE PROPOSAL**." All blank spaces on the Price Proposal must be completed in ink or be typewritten. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the Proposal Closing Time. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, in order to give the Town sufficient time to review the Proposals, investigate the Proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful Proposer.

An authorized person representing the legal entity of the Proposer must sign the Proposal Form and all other forms included in this RFP.

6. **QUESTIONS AND AMENDMENTS**

Questions concerning the process and procedures applicable to this RFP are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: Steve Bartha
Department: Town Manager's Office
E-mail: sbartha@town.avon.ct.us
Fax: (860) 409-4377

Questions concerning this RFP Specifications are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: William Vernile
Department: Human Resources
E-mail: wvernile@town.avon.ct.us
Fax: (860) 409-4303

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A Proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from Proposers not later than seven (7) business days before the Proposal Closing Time. That representative will confirm receipt of a Proposer's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to Proposal Closing Time, the Town will post any addenda on the Town's website, www.town.avon.ct.us, (under "OPPORTUNITES"), Public Bids & RFPs. **Each Proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its Proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no Proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of Proposals, to ask any Proposer to clarify its Proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each Proposer's costs incurred in developing its Proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All Proposals submitted become the Town's property and will not be returned to Proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a Proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A Proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A Proposer must identify specifically the pages and portions of its Proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the Proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer in writing of such request and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each Proposer must, in its Proposal Form, make the disclosures set forth in that form. A Proposer's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each Proposer must complete and submit the Proposer's Statement of References Form included in this RFP.

13. LEGAL STATUS

If a Proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any Proposer's legal status. Each Proposer must complete the Proposer's Legal Status Disclosure Form included in this RFP.

14. PROPOSAL (BID) SECURITY

This item is not applicable to this RFP.

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each Proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A Proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its Proposal or the obligations related thereto.

Each Proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the provision of goods or performance of the work described herein.

By submitting a Proposal, each Proposer represents that it has thoroughly examined and become familiar with the scope of work outlined and/or the goods described in this RFP, and it is capable of performing the work and/or delivering and/or installing the goods to achieve the Town's objectives. If applicable, each Proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its Proposal.

16. SUBSTITUTION FOR NAME BRANDS

This item is not applicable to this RFP.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6001957 and pursuant to Conn. Gen. Stat. Chapter 219, § 12-412(1).

18. INSURANCE

The successful Proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful Proposer a complete, certified copy of each required insurance policy.

19. PERFORMANCE SECURITY

This item is not applicable to this RFP.

20. DELIVERY ARRANGEMENTS

This item is not applicable to this RFP.

21. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

The Town reserves the right to correct, after Proposer verification, any mistake in a Proposal that is a clerical error, such as a price extension, decimal point error or FOB (delivery) terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a Proposal, reject all Proposals, and waive any informalities or non-material deficiencies in a Proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate Proposals or Proposers.

The Town will select the Proposal that best meets the criteria set forth in the RFP and is in the best interests of the Town; meaning that, in addition to price, due consideration will be given to factors such as a Proposer's experience, references, capabilities, past performance, and other relevant criteria. The Town may reject any Proposer if, in the sole judgment of the Town, the Proposer's past performance gives rise to a substantial risk that the Proposer may not provide satisfactory performance.

The Town generally will not award the Proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the Proposer. **The making of a preliminary award to a Proposer does not provide the Proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the Proposer.**

If the Proposer does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any Proposal (Bid) security provided by the Proposer and may enter into discussions with another Proposer.

The Interviews, Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. NONRESIDENT REAL PROPERTY CONTRACTORS

This item is not applicable to this RFP.

23. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a Proposal, each Proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each Proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful Proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses,

including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful Proposer or its subcontractor. The successful Proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful Proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful Proposer's obligations under this section shall survive the termination or expiration of the Contract.

24. NON COLLUSION AFFIDAVIT

Each Proposer shall submit a completed Proposer's Non Collusion Affidavit Form that is part of this RFP.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF AVON, CONNECTICUT

REQUIRED CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful Proposer. If a Proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the Proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form (see Section 11 of the Standard Instructions to Proposers):

1. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful Proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful Proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful Proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful Proposer's insurance. Nothing in this section shall obligate the successful Proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful Proposer, or anyone directly or indirectly employed or contracted with by the successful Proposer, or anyone for whose acts or omissions the successful Proposer is or may be liable, the successful Proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful Proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful Proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful Proposer's obligations under this section. The successful Proposer's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful Proposer.

2. NO ASSIGNMENT; SUBCONTRACTING

The successful Proposer may not subcontract, transfer or assign any of its obligations under the Contract, except as follows:

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful Proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful Proposer with written notice thereof within seven (7) business days of

receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful Proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful Proposer. **The successful Proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract.** The successful Proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful Proposer shall assure compliance with all requirements of the Contract. The successful Proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

3. W-9 FORM

The successful Proposer must provide the Town with a completed W-9 form before Contract execution.

4. GENERAL PROVISIONS CONCERNING PAYMENTS

Except as otherwise noted in the Specifications or Contract, all payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

5. TOWN INSPECTION OF WORK

The Town may inspect the successful Proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful Proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

6. REJECTED WORK OR MATERIALS

The successful Proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

7. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful Proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

8. ADVERTISING

The successful Proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful Proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful Proposer to do so is not a statement about the quality of the successful Proposer's work or the Town's endorsement of the successful Proposer.

9. PREVAILING WAGES

This item is not applicable to this RFP.

10. PREFERENCES

This item is not applicable to this RFP.

11. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement, with sufficient evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Conn. Gen. Stat. § 31-284, from the State Treasurer, that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

12. SAFETY

This item is not applicable to this RFP.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful Proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful Proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful Proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful Proposer shows that such disability prevents performance of the work involved.

In accordance with the Town's Affirmative Action Plan, the successful Proposer shall comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, United States Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and Executive Order No. 3 of Governor Meskill.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

14. STATE GRANT/LOAN AGREEMENT

This item is not applicable to this RFP.

15. SUCCESSFUL PROPOSER PERSONNEL MUST BE AUTHORIZED TO WORK

The Successful Proposer confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Contract are authorized for employment in the United States. The successful Proposer further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The successful Proposer agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the successful Proposer are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful Proposer. The successful Proposer agrees to indemnify, defend and hold the Town harmless against any claims brought against the successful Proposer or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

16. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful Proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful Proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

17. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful Proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful Proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful Proposer shall be solely responsible for any applicable taxes.

18. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

19. COMPLIANCE WITH LAWS; PERMITS

The successful Proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and the Town, related to its Proposal and the performance of the Contract. The successful Proposer shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Contract, and shall immediately notify the Town in writing of the loss or suspension of any such approval or permit.

20. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

END OF REQUIRED CONTRACT TERMS

TOWN OF AVON, CONNECTICUT

SPECIFICATIONS FOR

POLICE ASSESSMENT CENTER & TESTING SERVICES

SCOPE OF SERVICES

Proposals should address each of the following services, with the cost of the services submitted in a separate envelope. In this way the Town can evaluate each proposal as to whether or not it best meets the Town's interest and needs:

1. Preparing and conducting a written examination and assessment center as part of the process to promote or hire employees to the police positions of: detective, sergeant, lieutenant and captain. The written examination shall be customized to reflect the actual knowledge requirements of the Avon Police Department ranks being tested in multiple areas, as determined by the Town. The assessment center must be preceded by a meeting with the Town to develop the measurement instruments that are used in determining the skills, knowledge and abilities of employees for the positions. The assessment center must be made up of a series of exercises both oral and written, which may include an in-basket exercise, that will, when complete, give the Town of Avon a tool to determine which candidates best fit the job description and requirements of the position. The results of the center would be the scoring and ranking of all participants as well as a written/or oral report on the performance of each participant. The number of panel members required would depend on the type of position to be filled and the needs of the Town. The cost proposal must include the assessors, consultants, testing materials, and orientation materials. Any vendor must adhere to the CALEA requirement to supply data on the testing, such as validation, utility, and adverse impact.
2. Preparing and scoring written examinations as part of the process to hire entry level and/or lateral entry police officers. A written report outlining the ranking and results by each candidate will be delivered to the Town. Any vendor must adhere to the CALEA requirement to supply data on the testing, such as validation, utility, and adverse impact.

OTHER REQUIREMENTS

Proposals should also include the following:

1. Brief statement as to the firm's particular abilities and qualifications related to this project.
2. List of municipalities in Connecticut and other states for which the firm has provided similar services in the last three years.
3. The name and contact information for all Connecticut municipalities for which the firm has provided similar services during the past three years.
4. Resumes of key personnel who would be assigned to this project.

5. Additional information or documentation that may be useful and applicable to this project.
6. Information concerning any suits filed, judgments entered or claims made against the firm during the last five years with respect to assessment center services provided by the firm (b) or any declaration of default or termination for cause against the firm with respect to such services. In addition, state whether during the past five years the firm has been suspended from bidding or entering into any government contract.
7. The selected vendor will be required to submit to a criminal background check, the fee for which must be absorbed by the Contractor.

SELECTION PROCESS

1. **Review Process:** All proposals will be reviewed by a committee comprised of the Human Resources Director, Chief of Police, and Assistant Town Manager, or designees of their choosing. The Town reserves the right to waive non-material deficiencies in any proposal.

Proposals will be evaluated based on what is deemed to be in the best interests of the Town, including such factors as the Proposer's experience and expertise in conducting public safety assessment centers, clarity and creativity of the proposal, recommendations of entities for which the Proposer has previously provided services, the persons to be assigned to the project by the Proposer, and total cost. Cost will not be the sole factor in evaluating proposals.

If interviews are deemed necessary, a short list of Proposers will be developed and specific information required for the interviews will be provided to Proposers at the time of notification.

Generally, interviews are 30-45 minutes long; initial presentations are typically limited to 15 minutes and final 15-30 minutes are reserved for questions and subsequent discussion. The key person to be assigned to this project must be present at this interview.

The Town expects to complete its review of all proposals and select the tentative proposer by Thursday, March 7, 2013, at which time the Selection Committee expects to recommend the tentative firm to the Avon Town Council for approval. The key person to be assigned to this project may be required to be present at this meeting. If necessary, the Town may extend that review period.

Selection as the Proposer the preferred Proposal does not provide contract rights. Any such rights shall accrue only if and when the Town and the Proposer execute a binding contract. The Town reserves the right to negotiate with the successful Proposer in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful Proposer, the Town may commence negotiations with an alternative Proposer or reject all Proposals and reinstitute the RFP process.

TOWN OF AVON, CONNECTICUT

INSURANCE REQUIREMENTS FOR POLICE ASSESSMENT CENTER & TESTING SERVICES

General Liability & Automobile Coverage Requirements:

- a. Commercial General Liability:
 - Each Occurrence: \$1,000,000
 - Personal/Advertising Injury Per Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000
 - Product/Completed Operations Aggregate: \$2,000,000
 - Damage to Rented Premises: \$ 100,000
- b. Automobile Liability:
 - Each Accident: \$1,000,000
 - Hired/Non-owned Auto Liability: \$1,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
- f. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
- g. It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743. Endorsements to the contractor's policies may be used to comply with this requirement.
- h. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

AVON OF AVON, CONNECTICUT

**PROPOSAL FORM - PRICE PROPOSAL
POLICE ASSESSMENT CENTER & TESTING SERVICES**

PROPOSER'S FULL LEGAL NAME:

Pursuant to and in full compliance with the RFP, the undersigned Proposer, having visited the site or property, if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP at the following prices:

Service	Admin Fee	Per Candidate
Entry-level police officer examination	\$	\$
Validated written promotional tests for Detective, Sergeant, Lieutenant, Captain	\$	\$
Validated Assessment Center Examinations for Detective, Sergeant, Lieutenant, Captain	\$	\$

Service	Admin Fee per Candidate	Scoring per Candidate	Score Report and Interpretation per Candidate
Entry-level Listening and Writing Skills (LAWS) test (narrative writing exercise)	\$	\$	\$

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned Proposer acknowledges that the price(s) submitted in a separate envelope from the base proposal and marked "PRICE PROPOSAL" include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

PROPOSAL FORM - REQUIRED DISCLOSURES
POLICE ASSESSMENT CENTER & TESTING SERVICES

1. Exceptions to/Clarifications of/Modifications of the RFP

_____ This Proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the required Contract Terms beginning on page 12 of this RFP. **The Proposer agrees to each and every requirement, term, provision and condition of this RFP.**

OR

_____ This Proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. Occupational Safety and Health Law Violations

Has the Proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the Proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Proposal?

_____ Yes

_____ No

If “yes,” attach a sheet fully describing each such matter.

3. Arbitration/Litigation

Has either the Proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes

_____ No

If “yes,” attach a sheet fully describing each such matter.

4. Criminal Proceedings

Has the Proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

5. Ethics and Offenses in Public Projects or Contracts

Has either the Proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of Proposals or the performance of work on public works projects or contracts?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such relationship.

6. No Conflict of Interest

Is the Proposer aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the Proposer that could be regarded as creating a conflict of interest?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF PROPOSAL FORM

TOWN OF AVON, CONNECTICUT

PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the Proposer's regular employees regularly in attendance to carry on the Proposer's business in the Proposer's own name. An office maintained, occupied and used by a Proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Proposer will not be considered a permanent place of business of the Proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the Proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the Proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that
“permanent place of business.”

IF A LIMITED LIABILITY COMPANY:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

(Attach additional sheets as necessary)

Does the Proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that
“permanent place of business.”

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the Proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that
"permanent place of business."

Proposer's Full Legal Name

(print)

Name and Title of Proposer's Authorized Representative

(signature)

Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF AVON, CONNECTICUT

PROPOSER'S NON COLLUSION AFFIDAVIT FORM

PROPOSAL FOR:

The undersigned Proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the Proposal is genuine; it is not a collusive or sham Proposal;
- (2) the Proposer developed the Proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the Proposer, its employees and agents have not communicated the contents of the Proposal to any person not an employee or agent of the Proposer and will not communicate the Proposal to any such person prior to the official opening of the Proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Avon is directly or indirectly interested in the Proposer's Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned Proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Avon to consider its Proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 201__.

Notary Public
My Commission Expires:

END OF NON COLLUSION AFFIDAVIT FORM

TOWN OF AVON, CONNECTICUT

POLICE ASSESSMENT CENTER & TESTING SERVICES

PROPOSER'S STATEMENT OF REFERENCES FORM

Provide at least three (3) references for work comparable to what is required under this RFP within the last three (3) years:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES FORM

CONTRACT FORM (SAMPLE)

“_____ AGREEMENT”

This _____ Contract (the “Contract”) is entered into the _____ day of _____, 20____ (“Effective Date”) by and between the Town of Avon, a political subdivision of the State of Connecticut, (the “Town”) and _____ a _____, whose principal office is located at _____, _____, _____ (the “Contractor”).

WHEREAS, the Town has issued a Request for Proposals (the “RFP”) for _____ (the “Work”); and

WHEREAS, Contractor submitted a Proposal to the Town, dated _____, 20____ (the “Proposal”); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The RFP, including the Standard Instructions to Proposers, Required Contract Terms, and Specifications;
 - (iii) Addenda (if applicable); and
 - (iv) The Proposal submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the RFP and/or the Proposal, this Contract shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the RFP**, which shall be deemed as fully as part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until June 30, 2015. If mutually desired, this Contract may be extended annually for up to two (2) additional years. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.

5. Contract Payments. The Town will pay the Contractor for work completed in accordance with Section 4 of the Required Contract Terms of the RFP and the Price Proposal contained in the Proposal Form of the RFP. If the Contract is extended in accordance with Section 4 of this Contract, the Contractor shall submit to the Town a new Price Proposal no later than sixty (60) days prior to the expiration of the initial Term of Contract.

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.

7. If the Town does not budget funds in sufficient amounts to pay for the continuation of Contract in years subsequent to the first year of the Contract, the Town may terminate the Contract at the end of the last year for which funding has been approved and the Town shall have no obligation or liability to the Contractor for the unfunded year or years.

8. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.

9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.

10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.

11. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

THE TOWN OF AVON

[Witness]

By _____
Brandon Robertson
Town Manager

[COMPANY NAME]

[Witness]

By _____
Its _____